

POSTAGE PREPAID.

A. DEFAULT BY SELLER OR BUYER: THAT IN THE EVENT THAT EITHER THE SELLER OR THE BUYER IS THE DEFAULTING PARTY, AND SUCH PARTY FAILS TO CURE THE DEFAULT WITHIN THE TEN DAY PERIOD OF NOTICE, THE AGGRIEVED PARTY OR PARTIES MAY TAKE ANY ACTION HEREIN AUTHORIZED BY SAID PARTY TO TAKE, AND MAY SPECIFICALLY ENFORCE THE TERMS AND PROVISIONS OF THIS AGREEMENT, OR MAY PURSUE ANY ACTION IN LAW OR EQUITY TO RECOVER DAMAGES FROM THE DEFAULTING PARTY INCLUDING ENFORCEMENT OF THE INDEMNITY PROVISIONS OF THIS AGREEMENT. IN THE EVENT THAT EITHER THE BUYER OR SELLER DEFAULT IN THE PERFORMANCE OF THIS AGREEMENT, AND NOTICE TO CURE IS GIVEN BY THE COOP, THE COOP MAY, IN ADDITION TO OTHER REMEDIES AVAILABLE TO IT, SET-OFF AGAINST EITHER THE PIG RIGHTS FEE OR THE DELIVERY SECURITY FEE, AS THE CASE MAY BE, TO RECOVER ANY DAMAGES SUFFERED BY SAID COOP BY REASON OF DEFAULT, AND THE DEFAULTING SELLER OR BUYER, AS THE CASE MAY BE, SHALL REMAIN LIABLE TO COOP AND THE AGGRIEVED BUYER OR SELLER FOR ANY DEFICIENCY BETWEEN THE DAMAGES AND LOSSES SUFFERED BY SAID COOP AND THE ACTUAL DAMAGES SUFFERED BY SAID COOP. IN THE EVENT OF DEFAULT BY EITHER THE BUYER OR THE SELLER, AND FAILURE TO CURE AFTER SAID NOTICE IS GIVEN TO THE DEFAULTING PARTY, THE DUTIES AND OBLIGATIONS, COVENANTS AND WARRANTIES ON THE PART OF THE AGGRIEVED PARTIES TO THE DEFAULTING PARTY AS STATED HEREIN SHALL TERMINATE, HOWEVER, THE DUTIES AND OBLIGATIONS, TERMS AND PROVISIONS, COVENANTS AND WARRANTIES, BY AND BETWEEN THE REMAINING AGGRIEVED PARTIES TO THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

B. DEFAULT BY COOP: IN THE EVENT THAT THE COOP IS THE DEFAULTING PARTY AND THE COOP FAILS OR REFUSES TO PERFORM WITHIN THE TEN (10) DAY GRACE PERIOD, THE AGGRIEVED SELLER OR BUYER, OR BOTH MAY TAKE ANY ACTION IN LAW OR EQUITY TO RECOVER DAMAGES FROM THE COOP WHICH DAMAGES ARE SPECIFICALLY AND EXCLUSIVELY LIMITED AS SET FORTH HEREIN IN PARAGRAPH (21).

27. FORCE MAJEURE: NOTWITHSTANDING ANY OTHER PROVISION, GUARANTY, COVENANT, OR WARRANTY IN THIS AGREEMENT, ANY PARTY TO THIS AGREEMENT SHALL BE RELIEVED OF HIS, HER, THEIR, OR ITS RESPONSIBILITY AND OBLIGATIONS TO THE OTHER PARTIES TO THIS AGREEMENT WHEN PERFORMANCE OF THE TERMS, CONDITIONS, GUARANTIES, COVENANTS, OR WARRANTIES OF THIS AGREEMENT BECOME COMMERCIALY IMPOSSIBLE BECAUSE OF REASONS BEYOND SAID PARTY'S REASONABLE CONTROL, SUCH AS, BUT NOT LIMITED TO FIRE, EXPLOSION, STRIKE, ACCIDENT, GOVERNMENTAL REGULATIONS, OR INTERVENTION, AND ACTS OF GOD. SWINE HEALTH (OTHER THAN THOSE SWINE DISEASES THAT WOULD PROHIBIT LAWFUL INTERSTATE SHIPMENT OF PIGS PRODUCED BY SELLER) OR MANAGEMENT PROBLEMS THAT MAY IMPACT THE PRODUCTIVITY OF SELLER'S OPERATIONS, HOWEVER, ARE NOT AN EXCUSE FOR NONDELIVERY OF QUALIFYING PIGS UNDER THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, SHOULD COOP'S PERFORMANCE BE PREVENTED OR DELAYED BY A CAUSE UNDER THIS PROVISION, COOP MAY ACCEPT SUCH A PORTION OF THE PIGS AS IT DEEMS IN ITS SOLE DISCRETION, IT CAN ECONOMICALLY PROCESS. ANY OF THE PIGS NOT ACCEPTED BY COOP SHALL AUTOMATICALLY BE RELEASED TO THE SELLER FOR SALE OR DISPOSAL ELSEWHERE.